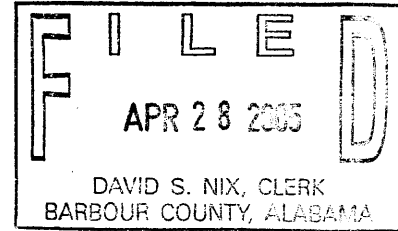


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IN THE CIRCUIT COURT OF
BARBOUR COUNTY, ALABAMA
CLAYTON DIVISION



GARY WILLIS and GINA WILLIS,

Plaintiffs,

v.

FREEDOM MORTGAGE CORPORATION,
et al.,

Defendants.

Civil Action No. CV-2004-035

AMENDMENT TO ANSWER

Defendant FREEDOM MORTGAGE CORPORATION amends its Answer in this case to add the following defenses:


THIRTY-SECOND DEFENSE

To the extent Plaintiffs seek to recover for breach of an alleged agreement or commitment by Defendant to loan money, said recovery is barred because any such alleged agreement or commitment is void and unenforceable under the Statute of Frauds, Ala. Code § 8-9-2(7).

THIRTY-THIRD DEFENSE

Plaintiffs cannot recover for fraud, negligence, and/or wantonness because said claims are premised on an alleged agreement or commitment that is void under the Statute of Frauds, Ala. Code § 8-9-2(7).

This the 27th day of April, 2005.



J. Fairley McDonald, III (MCD015)
Clifton E. Slaten (SLA013)

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Counsel for Defendant FREEDOM MORTGAGE
CORPORATION

Certificate of Service

I HEREBY CERTIFY that, on this the 27th day of April, 2005, I served a copy of this Motion on the following counsel of record by first class United States Mail, postage prepaid and properly addressed:

Ronald G. Davenport
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